

Calendar No. 714

105TH CONGRESS
2D Session

S. 1771

A BILL

To amend the Colorado Ute Indian Water Rights Settlement Act to provide for a final settlement of the claims of the Colorado Ute Indian Tribes, and for other purposes.

OCTOBER 9 (legislative day, OCTOBER 2), 1998
Reported with an amendment and an amendment to the title

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IN THE SENATE OF THE UNITED STATES

MARCH 17, 1998

Mr. CAMPBELL (for himself and Mr. ALLARD) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

OCTOBER 9 (legislative day, OCTOBER 2), 1998

Reported by Mr. CAMPBELL, with an amendment and an amendment to the title

[Strike out all after the enacting clause and insert the part printed in *italic*]

A BILL

To amend the Colorado Ute Indian Water Rights Settlement Act to provide for a final settlement of the claims of the Colorado Ute Indian Tribes, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; FINDINGS.**

4 (a) ~~SHORT TITLE.—~~This Act may be cited as the
5 “Colorado Ute Settlement Act Amendments of 1998”.

1 (b) FINDINGS.—Congress finds that in order to pro-
 2 vide for a full and final settlement of the claims of the
 3 Colorado Ute Indian Tribes, the Tribes have agreed to re-
 4 duced water supply facilities.

5 **SEC. 2. DEFINITIONS.**

6 In this Act:

7 (1) AGREEMENT.—The term “Agreement” has
 8 the meaning given that term in section 3(1) of the
 9 Colorado Ute Indian Water Rights Settlement Act of
 10 1988 (Public Law 100–585).

11 (2) ANIMAS-LA PLATA PROJECT.—The term
 12 “Animas-La Plata Project” has the meaning given
 13 that term in section 3(2) of the Colorado Ute Indian
 14 Water Rights Settlement Act of 1988 (Public Law
 15 100–585).

16 (3) DOLORES PROJECT.—The term “Dolores
 17 Project” has the meaning given that term in section
 18 3(3) of the Colorado Ute Indian Water Rights Set-
 19 tlement Act of 1988 (Public Law 100–585).

20 (4) TRIBE; TRIBES.—The term “Tribe” or
 21 “Tribes” has the meaning given that term in section
 22 3(6) of the Colorado Ute Indian Water Rights Set-
 23 tlement Act of 1988 (Public Law 100–585).

1 **SEC. 3. AMENDMENTS TO THE COLORADO UTE INDIAN**
 2 **WATER RIGHTS SETTLEMENT ACT OF 1988.**

3 (a) RESERVOIR; MUNICIPAL AND INDUSTRIAL
 4 WATER.—Section 6(a) of the Colorado Ute Indian Water
 5 Rights Settlement Act of 1988 (Public Law 100–585) is
 6 amended to read as follows:

7 “(a) RESERVOIR; MUNICIPAL AND INDUSTRIAL
 8 WATER.—

9 “(1) IN GENERAL.—After the date of enact-
 10 ment of the Colorado Ute Settlement Act Amend-
 11 ments of 1998, the Secretary shall provide—

12 “(A) for the construction, as components
 13 of the Animas-La Plata Project, of—

14 “(i) a reservoir with a storage capac-
 15 ity of 260,000 acre-feet; and

16 “(ii) a pumping plant and a reservoir
 17 inlet conduit; and

18 “(B) through the use of the project compo-
 19 nents referred to in subparagraph (A), munici-
 20 pal and industrial water allocations in such
 21 manner as to result in allocations—

22 “(i) to the Southern Ute Tribe, with
 23 an average annual depletion of an amount
 24 not to exceed 16,525 acre-feet of water;

25 “(ii) to the Ute Mountain Ute Indian
 26 Tribe, with an average annual depletion of

an amount not to exceed 16,525 acre-feet
of water;

“(iii) to the Navajo Nation, with an
average annual depletion of an amount not
to exceed 2,340 acre-feet of water;

“(iv) to the San Juan Water Commis-
sion, with an average annual depletion of
an amount not to exceed 10,400 acre-feet
of water; and

“(v) to the Animas-La Plata Conser-
vancy District, with an average annual de-
pletion of an amount not to exceed 2,600
acre-feet of water.

“(2) TRIBAL CONSTRUCTION COSTS.—Construc-
tion costs allocable to the Navajo Nation and to each
Tribe’s municipal and industrial water allocation
from the Animas-La Plata Project shall be non-
reimbursable.

“(3) NONTRIBAL WATER CAPITAL OBLIGA-
TIONS.—The nontribal municipal and industrial
water capital repayment obligations for the Animas-
La Plata Project shall be satisfied, upon the pay-
ment in full—

“(A) by the San Juan Water Commission,
of an amount equal to \$8,600,000;

1 “(B) by the Animas-La Plata Water Con-
 2 servancy District, of an amount equal to
 3 \$4,400,000; and

4 “(C) by the State of Colorado, of an
 5 amount equal to \$16,000,000, as a portion of
 6 the cost-sharing obligation of the State of Colo-
 7 rado recognized in the Agreement in Principle
 8 Concerning the Colorado Ute Indian Water
 9 Rights Settlement and Animas-La Plata Cost
 10 Sharing that the State of Colorado entered into
 11 on June 30, 1986.

12 “(4) CERTAIN NONREIMBURSABLE COSTS.—

13 Any cost of a component of the Animas-La Plata
 14 Project described in paragraph (1) that is attributed
 15 to and required for recreation, environmental com-
 16 pliance and mitigation, the protection of cultural re-
 17 sources, or fish and wildlife mitigation and enhance-
 18 ment shall be nonreimbursable.

19 “(5) TRIBAL WATER ALLOCATIONS.—

20 “(A) IN GENERAL.—With respect to mu-
 21 nicipal and industrial water allocated to a Tribe
 22 from the Animas-La Plata Project or the Dolores
 23 Project, until that water is first used by a
 24 Tribe or pursuant to a water use contract with
 25 the Tribe, the Secretary shall pay the annual

1 operation, maintenance, and replacement costs
 2 allocable to that municipal and industrial water
 3 allocation of the Tribe.

4 “(B) TREATMENT OF COSTS.—A Tribe
 5 shall not be required to reimburse the Secretary
 6 for the payment of any cost referred to in sub-
 7 paragraph (A).

8 “(6) REPAYMENT OF PRO RATA SHARE.—As an
 9 increment of a municipal and industrial water alloca-
 10 tion of a Tribe described in paragraph (5) is first
 11 used by a Tribe or is first used pursuant to the
 12 terms of a water use contract with the Tribe—

13 “(A) repayment of that increment’s pro
 14 rata share of those allocable construction costs
 15 for the Dolores Project shall commence by the
 16 Tribe; and

17 “(B) the Tribe shall commence bearing
 18 that increment’s pro rata share of the allocable
 19 annual operation, maintenance, and replace-
 20 ment costs referred to in paragraph (5)(A).”.

21 (b) REMAINING WATER SUPPLIES.—Section 6(b) of
 22 the Colorado Ute Indian Water Rights Settlement Act of
 23 1988 (Public Law 100–585) is amended by adding at the
 24 end the following:

1 “(3) At the request of the Animas-La Plata
2 Water Conservancy District of Colorado or the La
3 Plata Conservancy District of New Mexico, the Sec-
4 retary shall take such action as may be necessary to
5 provide, after the date of enactment of the Colorado
6 Ute Settlement Act Amendments of 1998, water al-
7 locations—

8 “(A) to the Animas-La Plata Water Con-
9 servancy District of Colorado, with an average
10 annual depletion of an amount not to exceed
11 5,230 acre-feet of water; and

12 “(B) to the La Plata Conservancy District
13 of New Mexico, with an average annual deple-
14 tion of an amount not to exceed 780 acre-feet
15 of water.

16 “(4) If depletions of water in addition to the
17 depletions otherwise permitted under this subsection
18 may be made in a manner consistent with the re-
19 quirements of the Endangered Species Act of 1973
20 (16 U.S.C. 1531 et seq.), the Secretary shall provide
21 for those depletions by making allocations among the
22 beneficiaries of the Animas-La Plata Project in ac-
23 cordance with an agreement among the beneficiaries
24 relating to those allocations.”.

1 (c) MISCELLANEOUS.—Section 6 of the Colorado Ute
 2 Indian Water Rights Settlement Act of 1988 (Public Law
 3 100–585) is amended by adding at the end the following:

4 “(i) TRANSFER OF WATER RIGHTS.—Upon request
 5 of the State Engineer of the State of New Mexico, the
 6 Secretary shall, in a manner consistent with applicable
 7 State law, transfer, without consideration, to the New
 8 Mexico Animas-La Plata Project beneficiaries or the New
 9 Mexico Interstate Stream Commission all of the interests
 10 in water rights of the Department of the Interior under
 11 New Mexico Engineer permit number 2883, Book M–2,
 12 dated May 1, 1956, in order to fulfill the New Mexico pur-
 13 poses of the Animas-La Plata Project.

14 “(j) TREATMENT OF CERTAIN REPORTS.—

15 “(1) IN GENERAL.—The April 1996 Final Sup-
 16 plement to the Final Environmental Impact State-
 17 ment, Animas-La Plata Project issued by the De-
 18 partment of the Interior and all documents incor-
 19 porated therein and attachments thereto, and the
 20 February 19, 1996, Final Biological Opinion of the
 21 United States Fish and Wildlife Service, Animas-La
 22 Plata Project shall be considered to be adequate to
 23 satisfy any applicable requirement under the Endan-
 24 gered Species Act of 1973 (16 U.S.C. 1531 et seq.);
 25 the National Environmental Policy Act of 1969 (42

1 U.S.C. 4321 et seq.) or the Federal Water Pollution
 2 Control Act (33 U.S.C. 1251 et seq.) with respect
 3 to—

4 “(A) the amendments made to this section
 5 by the Colorado Ute Settlement Act Amend-
 6 ments of 1998;

7 “(B) the initiation of, and completion of
 8 construction of the facilities described in this
 9 section; and

10 “(C) an aggregate depletion of 57,100
 11 acre-feet of water (or any portion thereof) as
 12 described and approved in that biological opin-
 13 ion.

14 “(2) STATUTORY CONSTRUCTION.—Nothing in
 15 this subsection shall affect—

16 “(A) the construction of facilities that are
 17 not described in this section; or

18 “(B) any use of water that is not described
 19 and approved by the Director of the United
 20 States Fish and Wildlife Service in the final bi-
 21 ological opinion described in paragraph (1).

22 “(k) FINAL SETTLEMENT.—

23 “(1) IN GENERAL.—The provision of water to
 24 the Tribes in accordance with this section shall con-

stitute final settlement of the tribal claims to water rights on the Animas and La Plata Rivers.

~~“(2) STATUTORY CONSTRUCTION.—~~Nothing in this section may be construed to affect the right of the Tribes to water rights on the streams and rivers described in the Agreement, other than the Animas and La Plata Rivers, to participate in the Animas-La Plata Project, to receive the amounts of water dedicated to tribal use under the Agreement, or to acquire water rights under the laws of the State of Colorado.

~~“(3) ACTION BY THE ATTORNEY GENERAL.—~~The Attorney General of the United States shall file with the District Court, Water Division Number 7, of the State of Colorado such instruments as may be necessary to request the court to amend the final consent decree to provide for the amendments made to this section under section 2 of the Colorado Ute Settlement Act Amendments of 1998.”.

SEC. 4. STATUTORY CONSTRUCTION; TREATMENT OF CERTAIN FUNDS.

(a) IN GENERAL.—Nothing in the amendments made by this Act to section 6 of the Colorado Ute Indian Water Rights Settlement Act of 1988 (Public Law 100–585) shall affect—

1 (1) the applicability of any other provision of
2 that Act;

3 (2) the obligation of the Secretary of the Inte-
4 rior to deliver water from the Dolores Project and
5 to complete the construction of the facilities located
6 on the Ute Mountain Ute Indian Reservation de-
7 scribed in—

8 (A) the Department of the Interior and
9 Related Agencies Appropriations Act, 1991
10 (Public Law 101–512);

11 (B) the Department of the Interior and
12 Related Agencies Appropriations Act, 1992
13 (Public Law 102–154);

14 (C) the Department of the Interior and
15 Related Agencies Appropriations Act, 1993
16 (Public Law 102–381);

17 (D) the Department of the Interior and
18 Related Agencies Appropriations Act, 1994
19 (Public Law 103–138); and

20 (E) the Department of the Interior and
21 Related Agencies Appropriations Act, 1995
22 (Public Law 103–332); or

23 (3) the treatment of the uncommitted portion of
24 the cost-sharing obligation of the State of Colorado
25 referred to in subsection (b).

1 (b) ~~TREATMENT OF UNCOMMITTED PORTION OF~~
2 ~~COST-SHARING OBLIGATION.~~—The uncommitted portion
3 of the ~~cost-sharing obligation of the State of Colorado re-~~
4 ~~ferred to in section 6(a)(3) of the Colorado Ute Indian~~
5 ~~Water Rights Settlement Act of 1988 (Public Law 100-~~
6 ~~585), as added by section 3 of this Act, remains available~~
7 ~~after the date of payment of the amount specified in that~~
8 ~~section and may be used to assist in the funding of any~~
9 ~~component of the Animas-La Plata Project that is not de-~~
10 ~~scribed in such section 6(a)(3).~~

11 **SECTION 1. SHORT TITLE.**

12 *This Act may be cited as the “Chippewa Cree Tribe*
13 *of the Rocky Boy’s Reservation Indian Reserved Water*
14 *Rights Settlement Act of 1998”.*

15 **SEC. 2. FINDINGS.**

16 (a) *FINDINGS.*—Congress finds that—

17 (1) *in fulfillment of its trust responsibility to In-*
18 *dian tribes and to promote tribal sovereignty and eco-*
19 *nomie self-sufficiency, it is the policy of the United*
20 *States to settle the water rights claims of the tribes*
21 *without lengthy and costly litigation;*

22 (2) *the Rocky Boy’s Reservation was established*
23 *as a homeland for the Chippewa Cree Tribe;*

24 (3) *adequate water for the Chippewa Cree Tribe*
25 *of the Rocky Boy’s Reservation is important to a per-*

1 *manent, sustainable, and sovereign homeland for the*
2 *Tribe and its members;*

3 *(4) the sovereignty of the Chippewa Cree Tribe*
4 *and the economy of the Reservation depend on the de-*
5 *velopment of the water resources of the Reservation;*

6 *(5) the planning, design, and construction of the*
7 *facilities needed to utilize water supplies effectively*
8 *are necessary to the development of a viable Reserva-*
9 *tion economy and to implementation of the Chippewa*
10 *Cree-Montana Water Rights Compact;*

11 *(6) the Rocky Boy's Reservation is located in a*
12 *water-short area of Montana and the Compact con-*
13 *templates the development of additional water sup-*
14 *plies, including importation of domestic water, to*
15 *meet the needs of the Chippewa Cree Tribe;*

16 *(7) proceedings to determine the full extent of the*
17 *water rights of the Chippewa Cree Tribe are currently*
18 *pending before the Montana Water Court as a part of*
19 *In the Matter of the Adjudication of All Rights to the*
20 *Use of Water, Both Surface and Underground, within*
21 *the State of Montana;*

22 *(8) recognizing that final resolution of the gen-*
23 *eral stream adjudication will take many years and*
24 *entail great expense to all parties, prolong uncer-*
25 *tainty as to the availability of water supplies, and se-*

1 *riously impair the long-term economic planning and*
 2 *development of all parties, the Chippewa Cree Tribe*
 3 *and the State of Montana entered into the Compact*
 4 *on April 14, 1997; and*

5 *(9) the allocation of water resources from the*
 6 *Tiber Reservoir to the Chippewa Cree Tribe under*
 7 *this Act is uniquely suited to the geographic, social,*
 8 *and economic characteristics of the area and situation*
 9 *involved.*

10 **SEC. 3. PURPOSES.**

11 *The purposes of this Act are as follows:*

12 *(1) To achieve a fair, equitable, and final settle-*
 13 *ment of all claims to water rights in the State of*
 14 *Montana for—*

15 *(A) the Chippewa Cree Tribe; and*

16 *(B) the United States for the benefit of the*
 17 *Chippewa Cree Tribe.*

18 *(2) To approve, ratify, and confirm, as modified*
 19 *in this Act, the Chippewa Cree-Montana Water*
 20 *Rights Compact entered into by the Chippewa Cree*
 21 *Tribe of the Rocky Boy's Reservation and the State*
 22 *of Montana on April 14, 1997, and to provide fund-*
 23 *ing and other authorization necessary for the imple-*
 24 *mentation of the Compact.*

1 (3) *To authorize the Secretary of the Interior to*
 2 *execute and implement the Compact referred to in*
 3 *paragraph (2) and to take such other actions as are*
 4 *necessary to implement the Compact in a manner*
 5 *consistent with this Act.*

6 (4) *To authorize Federal feasibility studies de-*
 7 *signed to identify and analyze potential mechanisms*
 8 *to enhance, through conservation or otherwise, water*
 9 *supplies in North Central Montana, including mecha-*
 10 *nisms to import domestic water supplies for the fu-*
 11 *ture growth of the Rocky Boy's Indian Reservation.*

12 (5) *To authorize certain projects on the Rocky*
 13 *Boy's Indian Reservation, Montana, in order to im-*
 14 *plement the Compact.*

15 (6) *To authorize certain modifications to the*
 16 *purposes and operation of the Bureau of Reclama-*
 17 *tion's Tiber Dam and Lake Elwell on the Marias*
 18 *River in Montana in order to implement the Com-*
 19 *pact.*

20 (7) *To authorize appropriation of funds nec-*
 21 *essary for the implementation of the Compact.*

22 **SEC. 4. DEFINITIONS.**

23 *In this Act:*

24 (1) *COMPACT.*—*The term “Compact” means the*
 25 *water rights compact between the Chippewa Cree*

1 *Tribe of the Rocky Boy's Reservation and the State*
 2 *of Montana contained in section 85-20-601 of the*
 3 *Montana Code Annotated (1997).*

4 (2) *FINAL.*—*The term “final” with reference to*
 5 *approval of the decree in section 5(b) means comple-*
 6 *tion of any direct appeal to the Montana Supreme*
 7 *Court of a final decree by the Water Court pursuant*
 8 *to section 85-2-235 of the Montana Code Annotated*
 9 *(1997), or to the Federal Court of Appeals, including*
 10 *the expiration of the time in which a petition for cer-*
 11 *tiorari may be filed in the United States Supreme*
 12 *Court, denial of such a petition, or the issuance of the*
 13 *Supreme Court's mandate, whichever occurs last.*

14 (3) *FUND.*—*The term “Fund” means the Chip-*
 15 *pewa Cree Indian Reserved Water Rights Settlement*
 16 *Fund established under section 10.*

17 (4) *INDIAN TRIBE.*—*The term “Indian tribe” has*
 18 *the meaning given that term in section 101(2) of the*
 19 *Federally Recognized Indian Tribe List Act of 1994*
 20 *(25 U.S.C. 479a(2)).*

21 (5) *MR&I FEASIBILITY STUDY.*—*The term*
 22 *“MR&I feasibility study” means a municipal, rural,*
 23 *and industrial, domestic, and incidental drought re-*
 24 *lief feasibility study described in section 7.*

1 (6) *MISSOURI RIVER SYSTEM.*—The term “Mis-
 2 souri River System” means the mainstem of the Mis-
 3 souri River and its tributaries, including the Marias
 4 River.

5 (7) *RECLAMATION LAW.*—The term “Reclamation
 6 Law” has the meaning given the term “reclamation
 7 law” in section 4 of the Act of December 5, 1924 (43
 8 Stat. 701, chapter 4; 43 U.S.C. 371).

9 (8) *ROCKY BOY’S RESERVATION; RESERVATION.*—
 10 The term “Rocky Boy’s Reservation” or “Reserva-
 11 tion” means the Rocky Boy’s Reservation of the Chip-
 12 pewa Cree Tribe in Montana.

13 (9) *SECRETARY.*—The term “Secretary” means
 14 the Secretary of the Interior, or his or her duly au-
 15 thorized representative.

16 (10) *TOWE PONDS.*—The term “Towe Ponds”
 17 means the reservoir or reservoirs referred to as
 18 “Stoneman Reservoir” in the Compact.

19 (11) *TRIBAL COMPACT ADMINISTRATION.*—The
 20 term “Tribal Compact Administration” means the ac-
 21 tivities assumed by the Tribe for implementation of
 22 the Compact as set forth in Article IV of the Compact.

23 (12) *TRIBAL WATER CODE.*—The term “tribal
 24 water code” means a water code adopted by the Tribe,
 25 as provided in the Compact.

1 (13) *TRIBAL WATER RIGHT.*—

2 (A) *IN GENERAL.*—*The term “Tribal Water*
 3 *Right” means the water right set forth in section*
 4 *85–20–601 of the Montana Code Annotated*
 5 *(1997).*

6 (B) *RULE OF CONSTRUCTION.*—*The defini-*
 7 *tion of the term “Tribal Water Right” under this*
 8 *paragraph and the treatment of that right under*
 9 *this Act shall not be construed or interpreted as*
 10 *a precedent for the litigation of reserved water*
 11 *rights or the interpretation or administration of*
 12 *future compacts between the United States and*
 13 *the State of Montana or any other State.*

14 (14) *TRIBE.*—*The term “Tribe” means the Chip-*
 15 *pewa Cree Tribe of the Rocky Boy’s Reservation and*
 16 *all officers, agents, and departments thereof.*

17 (15) *WATER DEVELOPMENT.*—*The term “water*
 18 *development” includes all activities that involve the*
 19 *use of water or modification of water courses or water*
 20 *bodies in any way.*

21 **SEC. 5. RATIFICATION OF COMPACT AND ENTRY OF DE-**
 22 **CREE.**

23 (a) *WATER RIGHTS COMPACT APPROVED.*—*Except as*
 24 *modified by this Act, and to the extent the Compact does*
 25 *not conflict with this Act—*

1 (1) *the Compact, entered into by the Chippewa*
 2 *Cree Tribe of the Rocky Boy's Reservation and the*
 3 *State of Montana on April 14, 1997, is hereby ap-*
 4 *proved, ratified, and confirmed; and*

5 (2) *the Secretary shall execute and implement*
 6 *the Compact together with any amendments agreed to*
 7 *by the parties or necessary to bring the Compact into*
 8 *conformity with this Act, and shall take such other*
 9 *actions as are necessary to implement the Compact.*

10 (b) *APPROVAL OF DECREE.—*

11 (1) *IN GENERAL.—Not later than 180 days after*
 12 *the date of enactment of this Act, the United States,*
 13 *the Tribe, or the State of Montana shall petition the*
 14 *Montana Water Court, individually or jointly, to*
 15 *enter and approve the decree agreed to by the United*
 16 *States, the Tribe, and the State of Montana attached*
 17 *as Appendix 1 to the Compact, or any amended ver-*
 18 *sion thereof agreed to by the United States, the Tribe,*
 19 *and the State of Montana.*

20 (2) *RESORT TO THE FEDERAL DISTRICT*
 21 *COURT.—Under the circumstances set forth in Article*
 22 *VII.B.4 of the Compact, 1 or more parties may file*
 23 *an appropriate motion (as provided in that article)*
 24 *to the United States district court of appropriate ju-*
 25 *risdiction.*

1 (3) *EFFECT OF FAILURE OF APPROVAL TO BE-*
 2 *COME FINAL.*—*In the event the approval by the ap-*
 3 *propriate court, including any direct appeal, does not*
 4 *become final within 3 years after the filing of the de-*
 5 *creed, or the decree is approved but is subsequently set*
 6 *aside by the appropriate court—*

7 (A) *the approval, ratification, and con-*
 8 *firmation of the Compact by the United States*
 9 *shall be null and void;*

10 (B) *this Act shall be of no further force and*
 11 *effect; and*

12 (C) *the Tribe shall be authorized to with-*
 13 *draw its approval, ratification, and confirma-*
 14 *tion of the Compact.*

15 **SEC. 6. USE AND TRANSFER OF THE TRIBAL WATER RIGHT.**

16 (a) *ADMINISTRATION AND ENFORCEMENT.*—*As pro-*
 17 *vided in the Compact, until the adoption and approval of*
 18 *a tribal water code by the Tribe, the Secretary shall admin-*
 19 *ister and enforce the Tribal Water Right.*

20 (b) *TRIBAL MEMBER ENTITLEMENT.*—

21 (1) *IN GENERAL.*—*Any entitlement to Federal*
 22 *Indian reserved water of any tribal member shall be*
 23 *satisfied solely from the water secured to the Tribe by*
 24 *the Compact and shall be governed by the terms and*
 25 *conditions of the Compact.*

1 (2) *ADMINISTRATION.*—*An entitlement described*
 2 *in paragraph (1) shall be administered by the Tribe*
 3 *pursuant to a tribal water code developed and adopt-*
 4 *ed pursuant to Article IV.A.2 of the Compact, or by*
 5 *the Secretary pending the adoption and approval of*
 6 *the tribal water code.*

7 (c) *TEMPORARY TRANSFER OF TRIBAL WATER*
 8 *RIGHT.*—*Notwithstanding any other provision of statutory*
 9 *or common law, the Tribe may, with the approval of the*
 10 *Secretary and subject to the limitations and conditions set*
 11 *forth in the Compact, including limitation on transfer of*
 12 *any portion of the Tribal Water Right to within the Mis-*
 13 *souri River Basin, enter into a service contract, lease, ex-*
 14 *change, or other agreement providing for the temporary de-*
 15 *livery, use, or transfer of the water rights confirmed to the*
 16 *Tribe in the Compact, except that no service contract, lease,*
 17 *exchange, or other agreement entered into under this sub-*
 18 *section may permanently alienate any portion of the Tribal*
 19 *Water Right.*

20 **SEC. 7. FEASIBILITY STUDIES AUTHORIZATION.**

21 (a) *MUNICIPAL, RURAL, AND INDUSTRIAL FEASIBILITY*
 22 *STUDY.*—

23 (1) *IN GENERAL.*—*The Secretary, through the*
 24 *Bureau of Reclamation, shall perform an MR&I fea-*
 25 *sibility study of water and related resources in North*

1 *Central Montana to evaluate alternatives for a mu-*
 2 *nicipal, rural, and industrial supply for the Rocky*
 3 *Boy's Reservation.*

4 (2) *CONTENTS OF STUDY.—The MR&I feasibility*
 5 *study shall include the feasibility of releasing the*
 6 *Tribe's Tiber allocation as provided in section 8 into*
 7 *the Missouri River System for later diversion to a*
 8 *treatment and delivery system for the Rocky Boy's*
 9 *Reservation.*

10 (3) *UTILIZATION OF EXISTING STUDIES.—The*
 11 *MR&I feasibility study shall include utilization of ex-*
 12 *isting Federal and non-Federal studies and shall be*
 13 *planned and conducted in consultation with other*
 14 *Federal agencies, the State of Montana, and the Chip-*
 15 *pewa Cree Tribe.*

16 (b) *ACCEPTANCE OR PARTICIPATION IN IDENTIFIED*
 17 *OFF-RESERVATION SYSTEM.—The United States, the Chip-*
 18 *pewa Cree Tribe of the Rocky Boy's Reservation, and the*
 19 *State of Montana shall not be obligated to accept or partici-*
 20 *pate in any potential off-Reservation water supply system*
 21 *identified in the MR&I feasibility study authorized in sub-*
 22 *section (a).*

23 (c) *REGIONAL FEASIBILITY STUDY.—*

24 (1) *IN GENERAL.—The Secretary, through the*
 25 *Bureau of Reclamation, shall conduct, pursuant to*

1 *Reclamation Law, a regional feasibility study (re-*
 2 *ferred to in this subsection as the “regional feasibility*
 3 *study”) to evaluate water and related resources in*
 4 *North-Central Montana in order to determine the lim-*
 5 *itations of those resources and how those resources can*
 6 *best be managed and developed to serve the needs of*
 7 *the citizens of Montana.*

8 (2) *CONTENTS OF STUDY.—The regional feasibil-*
 9 *ity study shall—*

10 (A) *evaluate existing and potential water*
 11 *supplies, uses, and management;*

12 (B) *identify major water-related issues, in-*
 13 *cluding environmental, water supply, and eco-*
 14 *nom ic issues;*

15 (C) *evaluate opportunities to resolve the*
 16 *issues referred to in subparagraph (B); and*

17 (D) *evaluate options for implementation of*
 18 *resolutions to the issues.*

19 (3) *REQUIREMENTS.—Because of the regional*
 20 *and international impact of the regional feasibility*
 21 *study, the study may not be segmented. The regional*
 22 *study shall—*

23 (A) *utilize, to the maximum extent possible,*
 24 *existing information; and*

1 (B) be planned and conducted in consulta-
 2 tion with all affected interests, including inter-
 3 ests in Canada.

4 **SEC. 8. TIBER RESERVOIR ALLOCATION.**

5 (a) *ALLOCATION OF WATER TO THE TRIBE.*—

6 (1) *IN GENERAL.*—The Secretary shall perma-
 7 nently allocate to the Tribe, without cost to the Tribe,
 8 10,000 acre-feet per year of stored water from the
 9 water right of the Bureau of Reclamation in Lake
 10 Elwell, Lower Marias Unit, Upper Missouri Division,
 11 Pick-Sloan Missouri Basin Program, Montana, meas-
 12 ured at the outlet works of the dam or at the diversion
 13 point from the reservoir. The allocation shall become
 14 effective when the decree referred to in section 5(b) has
 15 become final in accordance with that section.

16 (2) *AGREEMENT.*—The Secretary shall enter into
 17 an agreement with the Tribe setting forth the terms
 18 of the allocation and providing for the Tribe's use or
 19 temporary transfer of water stored in Lake Elwell,
 20 subject to the terms and conditions of the Compact
 21 and this Act.

22 (3) *PRIOR RESERVED WATER RIGHTS.*—The allo-
 23 cation provided in this section shall be subject to the
 24 prior reserved water rights, if any, of any Indian

1 *tribe, or person claiming water through any Indian*
 2 *tribe.*

3 *(b) USE AND TEMPORARY TRANSFER OF ALLOCA-*
 4 *TION.—*

5 *(1) IN GENERAL.—Subject to the limitations and*
 6 *conditions set forth in the Compact and this Act, the*
 7 *Tribe shall have the right to devote the water allocated*
 8 *by this section to any use, including agricultural,*
 9 *municipal, commercial, industrial, mining, or rec-*
 10 *reational uses, within or outside the Rocky Boy's Res-*
 11 *ervation.*

12 *(2) CONTRACTS AND AGREEMENTS.—Notwith-*
 13 *standing any other provision of statutory or common*
 14 *law, the Tribe may, with the approval of the Sec-*
 15 *retary and subject to the limitations and conditions*
 16 *set forth in the Compact, enter into a service contract,*
 17 *lease, exchange, or other agreement providing for the*
 18 *temporary delivery, use, or transfer of the water allo-*
 19 *cated by this section, except that no such service con-*
 20 *tract, lease, exchange, or other agreement may perma-*
 21 *nently alienate any portion of the tribal allocation.*

22 *(c) REMAINING STORAGE.—The United States shall re-*
 23 *tain the right to use for any authorized purpose, any and*
 24 *all storage remaining in Lake Elwell after the allocation*
 25 *made to the Tribe in subsection (a)(1).*

1 (d) *WATER TRANSPORT OBLIGATION; DEVELOPMENT*
 2 *AND DELIVERY COSTS.*—*The United States shall have no*
 3 *responsibility or obligation to provide any facility for the*
 4 *transport of the water allocated by this section to the Rocky*
 5 *Boy’s Reservation or to any other location. Except for the*
 6 *contribution set forth in section 11(b)(3), the cost of develop-*
 7 *ing and delivering the water allocated by this section or*
 8 *any other supplemental water to the Rocky Boy’s Reserva-*
 9 *tion shall not be borne by the United States.*

10 (e) *ACT NOT PRECEDENTIAL.*—*The provisions of this*
 11 *section regarding the allocation of water resources from the*
 12 *Tiber Reservoir to the Tribe shall not be construed as prece-*
 13 *dent in the litigation or settlement of any other Indian*
 14 *water right claims.*

15 **SEC. 9. ON-RESERVATION WATER RESOURCES DEVELOP-**
 16 **MENT.**

17 (a) *WATER DEVELOPMENT PROJECTS.*—*The Sec-*
 18 *retary, through the Bureau of Reclamation, is authorized*
 19 *and directed to plan, design, and construct, or to provide,*
 20 *pursuant to subsection (b), for the planning, design, and*
 21 *construction of the following water development projects on*
 22 *the Rocky Boy’s Reservation:*

23 (1) *Bonneau Dam and Reservoir Enlargement.*

24 (2) *East Fork of Beaver Creek Dam Repair and*
 25 *Enlargement.*

1 (3) *Brown’s Dam Enlargement.*

2 (4) *Towe Ponds’ Enlargement.*

3 (5) *Such other water development projects as the*
4 *Tribe shall from time to time consider appropriate.*

5 (b) *IMPLEMENTATION AGREEMENT.—The Secretary, at*
6 *the request of the Tribe, shall enter into an agreement, or,*
7 *if appropriate, renegotiate an existing agreement, with the*
8 *Tribe to implement the provisions of this Act through the*
9 *Tribe’s annual funding agreement entered into under the*
10 *self-governance program under title IV of the Indian Self-*
11 *Determination and Education Assistance Act (25 U.S.C.*
12 *458aa et seq.) by which the Tribe shall plan, design, and*
13 *construct any or all of the projects authorized by this sec-*
14 *tion.*

15 (c) *BUREAU OF RECLAMATION PROJECT ADMINISTRA-*
16 *TION.—*

17 (1) *IN GENERAL.—Congress finds that the Sec-*
18 *retary, through the Bureau of Reclamation, has en-*
19 *tered into an agreement with the Tribe, pursuant to*
20 *title IV of the Indian Self-Determination and Edu-*
21 *cation Assistance Act (25 U.S.C. 458aa et seq.)—*

22 (A) *defining and limiting the role of the*
23 *Bureau of Reclamation in its administration of*
24 *the projects authorized in subsection (a);*

1 (B) establishing the standards upon which
2 the projects will be constructed; and

3 (C) for other purposes necessary to imple-
4 ment this section.

5 (2) *AGREEMENT.*—The agreement referred to in
6 paragraph (1) shall become effective when the Tribe
7 exercises its right under subsection (b).

8 **SEC. 10. CHIPPEWA CREE INDIAN RESERVED WATER**
9 **RIGHTS SETTLEMENT TRUST FUND.**

10 (a) *ESTABLISHMENT OF TRUST FUND.*—

11 (1) *IN GENERAL.*—There is hereby established in
12 the Treasury of the United States a trust fund for the
13 Chippewa Cree Tribe of the Rocky Boy's Reservation
14 to be known as the “Chippewa Cree Indian Reserved
15 Water Rights Settlement Trust Fund”.

16 (2) *MANAGEMENT OF FUND.*—The Secretary of
17 the Treasury, in cooperation with the Secretary, shall
18 deposit and manage the principal and interest in the
19 Fund in a manner consistent with this Act. Upon re-
20 quest of the Secretary, the Secretary of the Treasury
21 shall make available to the Secretary of the Interior
22 amounts in the Fund for disbursal and expenditure
23 in a manner consistent with this Act.

24 (3) *CONTENTS OF FUND.*—The Fund shall con-
25 sist of the amounts authorized to be appropriated to

1 *the Fund under section 11(b) and such other amounts*
 2 *as may be transferred or credited to the Fund.*

3 (4) *WITHDRAWAL.—The Tribe, with the ap-*
 4 *proval of the Secretary, may withdraw the Fund and*
 5 *deposit it in a mutually agreed upon private finan-*
 6 *cial institution. That withdrawal shall be made pur-*
 7 *suant to the provisions of the American Indian Trust*
 8 *Fund Management Reform Act of 1994 (25 U.S.C.*
 9 *4001 et seq.).*

10 (5) *ACCOUNTS.—The Secretary of the Treasury*
 11 *shall establish the following accounts in the Fund and*
 12 *shall allocate appropriations to the various accounts*
 13 *as required in this Act:*

14 (A) *The Tribal Compact Administration*
 15 *Account.*

16 (B) *The Economic Development Account.*

17 (C) *The Future Water Supply Facilities Ac-*
 18 *count.*

19 (b) *FUND MANAGEMENT.—*

20 (1) *IN GENERAL.—The Fund shall consist of such*
 21 *amounts as are appropriated to the Fund and allo-*
 22 *cated to the accounts of the Fund by the Secretary of*
 23 *the Treasury as provided in this Act and in accord-*
 24 *ance with the authorizations for appropriations in*

1 paragraphs (1), (2), and (3) of section 11(b), together
 2 with all interest that accrues on the Fund.

3 (2) *TRIBAL MANAGEMENT.*—*If the Tribe exercises*
 4 *its right pursuant to subsection (a) to withdraw the*
 5 *Fund and deposit it in a private financial institu-*
 6 *tion, except as provided in the withdrawal plan, nei-*
 7 *ther the Secretary nor the Secretary of the Treasury*
 8 *shall retain any oversight over the investment of the*
 9 *funds. The withdrawal plan shall provide for the cre-*
 10 *ation of accounts and allocation to accounts in a fund*
 11 *established under the plan in a manner consistent*
 12 *with subsection (a). In addition, the withdrawal plan*
 13 *shall provide for the appropriate terms and condi-*
 14 *tions, if any, on expenditures from the fund in addi-*
 15 *tion to the plans set forth in paragraphs (2) and (3)*
 16 *of subsection (c).*

17 (c) *USE OF FUND.*—*The Tribe may use the Fund to*
 18 *fulfill the purposes of this Act, subject to the following re-*
 19 *strictions on expenditures:*

20 (1) *Except for \$400,000 necessary for capital ex-*
 21 *penditures in connection with tribal compact admin-*
 22 *istration, only interest accrued on the Tribal Compact*
 23 *Administration Account referred to in subsection*
 24 *(a)(4)(A) shall be available to satisfy the Tribe's obli-*

1 *gations for tribal compact administration under the*
 2 *provisions of the Compact.*

3 (2) *Both principal and accrued interest on the*
 4 *Economic Development Account referred to in sub-*
 5 *section (a)(4)(B) shall be available to the Tribe for ex-*
 6 *penditure pursuant to an economic development plan*
 7 *approved by the Secretary.*

8 (3) *Both principal and accrued interest on the*
 9 *Future Water Supply Facilities Account referred to*
 10 *in subsection (a)(4)(C) shall be available to the Tribe*
 11 *for expenditure pursuant to a water supply plan ap-*
 12 *proved by the Secretary.*

13 (d) *INVESTMENT OF FUND.—*

14 (1) *IN GENERAL.—The Secretary of the Treasury*
 15 *shall invest amounts in the Fund in accordance with*
 16 *the first section of the Act entitled “An Act to author-*
 17 *ize the payment of interest of certain funds held in*
 18 *trust by the United States for Indian tribes”, ap-*
 19 *proved February 12, 1929 (25 U.S.C. 161a). The in-*
 20 *terest on, and the proceeds from the sale or redemp-*
 21 *tion of, any obligations held in the Fund shall be*
 22 *credited to and form part of the Fund. The Secretary*
 23 *of the Treasury shall credit to each of the accounts*
 24 *contained in the Fund a proportionate amount to*
 25 *that interest and proceeds.*

1 (2) *CERTAIN WITHDRAWN FUNDS.*—

2 (A) *IN GENERAL.*—*Amounts withdrawn*
 3 *from the Fund and deposited in a private finan-*
 4 *cial institution pursuant to a withdrawal plan*
 5 *approved by the Secretary under the American*
 6 *Indian Trust Fund Management Reform Act of*
 7 *1994 (25 U.S.C. 4001 et seq.) shall be invested*
 8 *by an appropriate official under that plan.*

9 (B) *DEPOSIT OF INTEREST AND PRO-*
 10 *CEEDS.*—*The interest on, and the proceeds from*
 11 *the sale or redemption of, any obligations held*
 12 *under this paragraph shall be deposited in the*
 13 *private financial institution referred to in sub-*
 14 *paragraph (A) in the fund established pursuant*
 15 *to the withdrawal plan referred to in that sub-*
 16 *paragraph. The appropriate official shall credit*
 17 *to each of the accounts contained in that fund a*
 18 *proportionate amount of that interest and pro-*
 19 *ceeds.*

20 (e) *AGREEMENT REGARDING FUND EXPENDITURES.*—
 21 *If the Tribe does not exercise its right under subsection (a)*
 22 *to withdraw the funds in the Fund and transfer those funds*
 23 *to a private financial institution, the Secretary shall enter*
 24 *into an agreement with the Tribe providing for appropriate*
 25 *terms and conditions, if any, on expenditures from the*

1 *Fund in addition to the plans set forth in paragraphs (2)*
 2 *and (3) of subsection (c).*

3 (f) *PER CAPITA DISTRIBUTIONS PROHIBITED.—No*
 4 *part of the Fund shall be distributed on a per capita basis*
 5 *to members of the Tribe.*

6 (g) *CONGRESSIONAL INTENT.—Nothing in this Act is*
 7 *intended to—*

8 (1) *alter the trust responsibility of the United*
 9 *States to the Tribe; or*

10 (2) *prohibit the Tribe from seeking additional*
 11 *authorization or appropriation of funds for tribal*
 12 *programs or purposes.*

13 **SEC. 11. AUTHORIZATION OF APPROPRIATIONS.**

14 (a) *FEASIBILITY STUDIES.—There are authorized to be*
 15 *appropriated to the Department of the Interior, for the Bu-*
 16 *reau of Reclamation, for the purpose of conducting the*
 17 *MR&I feasibility study under section 7(a) and the regional*
 18 *study under section 7(c)—*

19 (1) *\$1,000,000 for fiscal year 1999, of which—*

20 (A) *\$500,000 shall be used for the MR&I*
 21 *feasibility study under section 7(a); and*

22 (B) *\$500,000 shall be used for the regional*
 23 *study under section 7(c); and*

24 (2) *\$3,000,000 for fiscal year 2000, of which—*

1 (A) \$500,000 shall be used for the MR&I
2 feasibility study under section 7(a); and

3 (B) \$2,500,000 shall be used for the regional
4 study under section 7(c).

5 (b) *CHIPPEWA CREE FUND.*—There is authorized to
6 be appropriated for the Fund, \$21,000,000 to be allocated
7 by the Secretary, the Secretary of the Treasury, or other
8 appropriate official as follows:

9 (1) *TRIBAL COMPACT ADMINISTRATION AC-*
10 *COUNT.*—For tribal compact administration assumed
11 by the Tribe under the Compact and this Act,
12 \$3,000,000, are authorized to be appropriated for fis-
13 cal year 1999.

14 (2) *ECONOMIC DEVELOPMENT ACCOUNT.*—For
15 tribal economic development, \$3,000,000, are author-
16 ized to be appropriated for fiscal year 2000.

17 (3) *FUTURE WATER SUPPLY FACILITIES AC-*
18 *COUNT.*—For the total Federal contribution to the
19 planning, design, construction, operation, mainte-
20 nance, and rehabilitation of a future water supply
21 system for the Reservation, there are authorized to be
22 appropriated—

23 (A) \$2,000,000 for fiscal year 1999;

24 (B) \$5,000,000 for fiscal year 2000; and

25 (C) \$8,000,000 for fiscal year 2001.

1 (c) *ON-RESERVATION WATER DEVELOPMENT.*—

2 (1) *IN GENERAL.*—*There is authorized to be ap-*
 3 *propriated to the Department of the Interior, for the*
 4 *Bureau of Reclamation, for the construction of the on-*
 5 *Reservation water development projects authorized by*
 6 *section 9—*

7 (A) *\$13,000,000 for fiscal year 2000, for the*
 8 *planning, design, and construction of the*
 9 *Bonneau Dam Enlargement, for the development*
 10 *of additional capacity in Bonneau Reservoir for*
 11 *storage of water secured to the Tribe under the*
 12 *Compact;*

13 (B) *\$8,000,000 for fiscal year 2001, for the*
 14 *planning, design, and construction of the East*
 15 *Fork Dam and Reservoir enlargement, of the*
 16 *Brown's Dam and Reservoir enlargement, and of*
 17 *the Towe Ponds enlargement of which—*

18 (i) *\$4,000,000 shall be used for the*
 19 *East Fork Dam and Reservoir enlargement;*

20 (ii) *\$2,000,000 shall be used for the*
 21 *Brown's Dam and Reservoir enlargement;*
 22 *and*

23 (iii) *\$2,000,000 shall be used for the*
 24 *Towe Ponds enlargement; and*

1 (C) \$3,000,000 for fiscal year 2002, for the
 2 planning, design, and construction of such other
 3 water resource developments as the Tribe, with
 4 the approval of the Secretary, from time to time
 5 may consider appropriate or for the completion
 6 of the 4 projects enumerated in subparagraphs
 7 (A) and (B) of paragraph (1).

8 (2) *UNEXPENDED BALANCES.*—Any unexpended
 9 balance in the funds authorized to be appropriated
 10 under subparagraph (A) or (B) of paragraph (1),
 11 after substantial completion of all of the projects enu-
 12 merated in paragraphs (1) through (4) of section
 13 9(a)—

14 (A) shall be available to the Tribe first for
 15 completion of the enumerated projects; and

16 (B) then for other water resource develop-
 17 ment projects on the Reservation.

18 (d) *ADMINISTRATION COSTS.*—There is authorized to
 19 be appropriated to the Department of the Interior, for the
 20 Bureau of Reclamation, \$1,000,000 for fiscal year 2000, for
 21 the costs of administration of the Bureau of Reclamation
 22 under this Act, except that—

23 (1) if those costs exceed \$1,000,000, the Bureau
 24 of Reclamation may use funds authorized for appro-
 25 priation under subsection (c) for costs; and

1 (2) *the Bureau of Reclamation shall exercise its*
 2 *best efforts to minimize those costs to avoid expendi-*
 3 *tures for the costs of administration under this Act*
 4 *that exceed a total of \$1,000,000.*

5 (e) *AVAILABILITY OF FUNDS.—*

6 (1) *IN GENERAL.—The amounts authorized to be*
 7 *appropriated to the Fund and allocated to its ac-*
 8 *counts pursuant to subsection (b) shall be deposited*
 9 *into the Fund and allocated immediately on appro-*
 10 *priation.*

11 (2) *INVESTMENTS.—Investments may be made*
 12 *from the Fund pursuant to section 10(d).*

13 (3) *AVAILABILITY OF CERTAIN MONEYS.—The*
 14 *moneys authorized to be appropriated in subsections*
 15 *(a) and (b)(1) shall be available for use immediately*
 16 *upon appropriation.*

17 (4) *LIMITATION.—Those moneys allocated by the*
 18 *Secretary, the Secretary of the Treasury, or other ap-*
 19 *propriate official to accounts in the Fund or a fund*
 20 *established under section 10(e) shall draw interest*
 21 *consistent with section 10(d), but the moneys author-*
 22 *ized to be appropriated under paragraphs (2) and (3)*
 23 *of subsection (b) and subsection (c) shall not be avail-*
 24 *able for expenditure until the requirements of section*
 25 *5(b) have been met so that the decree has become final*

1 *and the Tribe has executed the waiver and release re-*
 2 *quired under section 13(c).*

3 *(f) RETURN OF FUNDS TO TREASURY.—*

4 *(1) IN GENERAL.—In the event that the ap-*
 5 *proval, ratification, and confirmation of the Compact*
 6 *by the United States becomes null and void under sec-*
 7 *tion 5(b), all unexpended funds appropriated under*
 8 *the authority of this Act together with all interest*
 9 *earned on such funds, notwithstanding whether they*
 10 *are held by the Tribe, a private institution, or the*
 11 *Secretary, shall revert to the General Fund of the*
 12 *Treasury 12 months after the expiration of the dead-*
 13 *line established in section 5(b).*

14 *(2) INCLUSION IN AGREEMENTS AND PLAN.—The*
 15 *requirements in paragraph (1) shall be included in*
 16 *all annual funding agreements entered into under the*
 17 *self-governance program under title IV of the Indian*
 18 *Self-Determination and Education Assistance Act (25*
 19 *U.S.C. 458aa et seq.), withdrawal plans, withdrawal*
 20 *agreements, or any other agreements for withdrawal*
 21 *or transfer of the funds to the Tribe or a private fi-*
 22 *nancial institution under this Act.*

23 *(g) WITHOUT FISCAL YEAR LIMITATION.—All money*
 24 *appropriated pursuant to authorizations under this Act*
 25 *shall be available without fiscal year limitation.*

1 **SEC. 12. STATE CONTRIBUTIONS TO SETTLEMENT.**

2 *Consistent with Article VI.C.2 and Article C.3 of the*
 3 *Compact, the State contribution to settlement shall be as*
 4 *follows:*

5 (1) \$150,000 for the following purposes:

6 (A) *Water quality discharge monitoring*
 7 *wells and monitoring program.*

8 (B) *Diversion structure on Big Sandy*
 9 *Creek.*

10 (C) *Conveyance structure on Box Elder*
 11 *Creek.*

12 (D) *Purchase of contract water from Lower*
 13 *Beaver Creek Reservoir.*

14 (2) *Subject to the availability of funds, the State*
 15 *shall provide services valued at \$400,000 for adminis-*
 16 *tration required by the Compact and for water qual-*
 17 *ity sampling required by the Compact.*

18 **SEC. 13. MISCELLANEOUS PROVISIONS.**

19 (a) *NONEXERCISE OF TRIBE'S RIGHTS.—Pursuant to*
 20 *Tribal Resolution No. 98–40, and in exchange for benefits*
 21 *under this Act, the Tribe shall not exercise the rights set*
 22 *forth in Article VII.A.3 of the Compact, except that in the*
 23 *event that the approval, ratification, and confirmation of*
 24 *the Compact by the United States becomes null and void*
 25 *under section 5(b), the Tribe shall have the right to exercise*
 26 *the rights set forth in Article VII.A.3 of the Compact.*

1 (b) *WAIVER OF SOVEREIGN IMMUNITY.*—*The United*
 2 *States shall not be deemed to have waived its sovereign im-*
 3 *munity except to the extent provided in subsections (a), (b),*
 4 *and (c) of section 208 of the Department of Justice Appro-*
 5 *priation Act, 1953 (43 U.S.C. 666).*

6 (c) *TRIBAL RELEASE OF CLAIMS AGAINST THE*
 7 *UNITED STATES.*—

8 (1) *IN GENERAL.*—*Pursuant to Tribal Resolution*
 9 *No. 98–40, and in exchange for benefits under this*
 10 *Act, the Tribe shall, on the date of enactment of this*
 11 *Act, execute a waiver and release of the claims de-*
 12 *scribed in paragraph (2) against the United States,*
 13 *the validity of which are not recognized by the United*
 14 *States, except that—*

15 (A) *the waiver and release of claims shall*
 16 *not become effective until the appropriation of*
 17 *the funds authorized in section 11 has been com-*
 18 *pleted and the decree has become final in accord-*
 19 *ance with the requirements of section 5(b); and*

20 (B) *in the event that the approval, ratifica-*
 21 *tion, and confirmation of the Compact by the*
 22 *United States becomes null and void under sec-*
 23 *tion 5(b), the waiver and release of claims shall*
 24 *become null and void.*

1 (2) *CLAIMS DESCRIBED.*—*The claims referred to*
 2 *in paragraph (1) are as follows:*

3 (A) *Any and all claims to water rights (in-*
 4 *cluding water rights in surface water, ground*
 5 *water, and effluent), claims for injuries to water*
 6 *rights, claims for loss or deprivation of use of*
 7 *water rights, and claims for failure to acquire or*
 8 *develop water rights for lands of the Tribe from*
 9 *time immemorial to the date of ratification of*
 10 *the Compact by Congress.*

11 (B) *Any and all claims arising out of the*
 12 *negotiation of the Compact and the settlement*
 13 *authorized by this Act.*

14 (3) *SETOFFS.*—*In the event the waiver and re-*
 15 *lease does not become effective as set forth in para-*
 16 *graph (1)—*

17 (A) *the United States shall be entitled to*
 18 *setoff against any claim for damages asserted by*
 19 *the Tribe against the United States, any funds*
 20 *transferred to the Tribe pursuant to section 11,*
 21 *and any interest accrued thereon up to the date*
 22 *of setoff; and*

23 (B) *the United States shall retain any other*
 24 *claims or defenses not waived in this Act or in*
 25 *the Compact as modified by this Act.*

1 (d) *OTHER TRIBES NOT ADVERSELY AFFECTED.*—
 2 *Nothing in this Act is intended to quantify or otherwise*
 3 *adversely affect the land and water rights, or claims or enti-*
 4 *tlements to land or water of an Indian tribe other than*
 5 *the Chippewa Cree Tribe.*

6 (e) *ENVIRONMENTAL COMPLIANCE.*—*In implementing*
 7 *the Compact, the Secretary shall comply with all aspects*
 8 *of the National Environmental Policy Act of 1969 (42*
 9 *U.S.C. 4321 et seq.), and the Endangered Species Act of*
 10 *1973 (16 U.S.C. 1531 et seq.), and all other applicable envi-*
 11 *ronmental Acts and regulations.*

12 (f) *EXECUTION OF COMPACT.*—*The execution of the*
 13 *Compact by the Secretary as provided for in this Act shall*
 14 *not constitute a major Federal action under the National*
 15 *Environmental Policy Act (42 U.S.C. 4321 et seq.). The*
 16 *Secretary is directed to carry out all necessary environ-*
 17 *mental compliance required by Federal law in implement-*
 18 *ing the Compact.*

19 (g) *ACT NOT PRECEDENTIAL.*—*Nothing in this Act*
 20 *shall be construed or interpreted as a precedent for the liti-*
 21 *gation of reserved water rights or the interpretation or ad-*
 22 *ministration of future water settlement Acts.*

Amend the title so as to read: “A bill to provide for the settlement of the reserved water rights of the Chippewa Cree Tribe of the Rocky Boy’s Reservation, and for other purposes.”.